

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DOUGLAS TROESTER, on behalf)
of himself, and all other)
similarly situated,)
Plaintiff,)
vs.) Case No.
2:12-cv-07677-GAF-PJW
STARBUCKS CORPORATION, a) Volume I
Washington corporation, and)
DOES 1-50, Inclusive,)
Defendants.)
_____)

DEPOSITION OF DOUGLAS R. TROESTER

Los Angeles, California

Wednesday, March 6, 2013

Reported by: Linda D. White
CSR No. 12009
NDS Job No.: 153830

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DOES 1-50, Inclusive,)
Defendants.)
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DEPOSITION OF DOUGLAS R. TROESTER,
taken on behalf of the Defendants, at 2029 Century
Park East, Suite 2400, Los Angeles, California,
beginning at 10:03 a.m., on Wednesday, March 6,
2013, before Linda D. White, Certified Shorthand
Reporter Number 12009 for the State of California,
pursuant to Notice.

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2
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QUESTIONS WITNESS

INSTRUCTED NOT TO ANSWER

(None)

INFORMATION REQUESTED

(None)

1 that.

2 Q. Defendants' Exhibit 2, your resume,
3 describes your employment experience prior to July
4 of 1997; is that right?

5 A. That is correct.

6 Q. When you worked for any of these companies
7 listed on the second page of Defendants' Exhibit 2,
8 did you ever form the belief that they had failed to
9 pay you for time worked?

10 A. Actually these were all management level,
11 controlling positions, so they were all salary, so
12 no.

13 Q. You -- you can put that document aside.
14 Thank you.

15 Why are you suing Starbucks?

16 A. I was not paid for some time that was
17 doing -- performing described functions from the
18 training and assignments of any barista or shift
19 supervisor in the closing duties of the day.

20 Q. Are you suing Starbucks for any other
21 reason?

22 A. No.

23 MS. SCHWARTZKOPF: I'm going to interpose a
24 late objection to the extent it calls for a legal
25 conclusion.

1 Q. In what job position?

2 A. A barista.

3 Q. Did you accept that offer?

4 A. Yes, I did.

5 Q. So when you returned to Starbucks in
6 February 2008, you started working as a barista?

7 A. That's correct.

8 Q. In which store?

9 A. I was slated for the Hollywood Way store,
10 but it was probably a month, maybe a
11 month-and-a-half to be opened. So they started some
12 retraining with the rest of the crew that was going
13 to move over, in the Enterprise Landing one.

14 Q. So you started in the Enterprise Landing
15 store?

16 A. Yes.

17 Q. For about a month or a month-and-a-half?

18 A. Yes.

19 Q. And then you moved to the Hollywood Way
20 store?

21 A. Yes.

22 Q. And was the Hollywood Way store your
23 assigned store for the duration of your employment?

24 A. Yes.

25 Q. At some in time, you were promoted to

1 shift supervisor?

2 A. Yes.

3 Q. Was that in June of 2008?

4 A. Yes.

5 Q. And you remained a shift supervisor

6 throughout the re -- remainder of your employment?

7 A. Yes.

8 Q. Did you ever seek a promotion above the
9 shift supervisor position?

10 A. Yes.

11 Q. What did you do to -- in an effort to get
12 promoted?

13 A. I con -- contacted the store manager
14 first. And then she referred me to two sources.
15 One was a hiring fair for managers and then the
16 district manager that was in charge at that time.

17 Q. Who was the district manager?

18 A. Christian. I can't recall his last name.

19 Q. Did you ever formally apply for a
20 management position?

21 A. Yes, I did.

22 Q. In what year?

23 A. It would have been 2009.

24 Q. And what became of your application?

25 A. Christian went through the process of

1 the one that you showed me. I think there was some
2 documents signing -- turning over keys possibly.

3 You know, just routine.

4 Q. Did she give you a paycheck?

5 A. Yes, she did.

6 Q. Did the check include the wages you had
7 earned up until that day?

8 A. In -- other than what I'm disputing is
9 missing, yes.

10 Q. Okay. And this meeting occurred on
11 January 6th?

12 A. Yes.

13 Q. Did you work a shift that day?

14 A. Scheduled, but no.

15 Q. You came to work -- you were on the
16 schedule to work that day?

17 A. Yes.

18 Q. And was Ms. Westby there when you arrived?

19 A. Yes.

20 Q. And you had the meeting at that point?

21 A. Yes.

22 Q. You can -- you can put these documents
23 aside, please. Thank you.

24 A. (Witness complies.)

25 Q. You mentioned that when you first returned

1 to Starbucks in 2008, you started working in a store
2 other than the Hollywood Way store?

3 A. Yes.

4 Q. I'm sorry, how did you describe that
5 store?

6 A. I think it's called Enterprise Landing.
7 To help, it's a large shopping center just less than
8 a mile away on the I-5 -- off the I-5.

9 Q. Do you recall -- and you were a barista at
10 the time, right?

11 A. Yes.

12 Q. Do you recall working any closing shifts
13 at that store?

14 A. Yes, I do.

15 Q. Besides the Hollywood Way store and the
16 Enterprise store, did you work in any other
17 California stores?

18 A. Yes, many and varied.

19 Q. Many different ones?

20 A. Yes.

21 Q. Are they all within a geographic area that
22 can you describe?

23 A. At the time the district boundaries for
24 Starbucks shift. But usually it was within a
25 district because there is basically a program for

1 good-quality supervisors to go from store to store
2 to fill in when somebody needed a day off and
3 schedules didn't match.

4 Q. How frequently did you work in a store
5 other than your home store?

6 A. A minimum of once a month. Probably a
7 couple three times a month.

8 Q. Were there some stores besides your home
9 store that you more regularly worked in than others?

10 A. I would say yes. To give a good example,
11 Lankershim and -- and Magnolia. And also the other
12 store Michelle Westby came from. I can't remember
13 the name of that store, but it's often the record
14 I'm sure.

15 And -- but yeah, it was definitely stores
16 that were within about a 10 to 20 -- well, I would
17 say 10-mile radius of Hollywood Way.

18 Q. In the Hollywood Way store, where did the
19 employees enter and exit?

20 A. It was a strip mall. So you would enter
21 in the front doors off the parking lot.

22 Q. Were those the only doors to the store?

23 A. No, it was not.

24 Q. Was there a back door?

25 A. There was.

1 the Partner Guide?

2 A. No.

3 Q. Did you un -- understand it?

4 A. Yes, I did.

5 Q. As shift supervisor, were you responsible
6 for knowing the company's policies?

7 A. That was a duty and responsibility.

8 Q. And the Partner Guide included policies
9 regarding pay for time worked, correct?

10 A. As I recall, it briefly discussed payment
11 and.

12 Q. Did you ever go through a training program
13 for shift supervisors?

14 A. Absolutely.

15 Q. At what point in time did that occur?

16 A. Once you're promoted, you're officially on
17 about a 90-day training schedule as a shift
18 supervisor. So I did that originally in Las Vegas
19 for my promotion to when I also got the promotion in
20 California.

21 Q. So you went through the program twice?

22 A. Yes.

23 Q. What do you recall about the training
24 program?

25 A. The training programs are basically

1 methods to describe each position. What's expected,
2 very much like the Partner Guide, but specific job
3 duties versus general duties and -- and policy
4 regulations.

5 Q. So the training program included your
6 review of written materials?

7 A. Yes.

8 Q. And was there any classroom instruction?

9 A. I wouldn't call it classroom but it would
10 be computer-based training with a -- a training
11 coach, which was usually somebody at a higher level.
12 But occasionally if it was a simple thing, it would
13 be a -- a experienced shift supervisor that would
14 also help you through the training.

15 Q. You were given some hard copy, written
16 materials as well?

17 A. Yes.

18 Q. You were asked to review them?

19 A. Yes, I was.

20 Q. And you did, in fact, do that?

21 A. I did.

22 Q. And those materials described various
23 company policies?

24 A. Yes, they did.

25 Q. And also the duties of the shift

1 supervisor?

2 A. Yes, they did.

3 Q. You were expected to understand those
4 materials?

5 A. Absolutely.

6 Q. And to implement their teachings in
7 performing your job?

8 A. Yes.

9 Q. When you were employed by Starbucks in
10 California, were you aware of the avenues you could
11 use to make complaints about things that happened in
12 the workplace?

13 A. I was aware of Starbucks' methods of
14 handling those procedures.

15 Q. Okay. Yeah, that -- that's what I meant.

16 A. Okay.

17 Q. You were aware that you could make a
18 complaint about something hap -- happening in the
19 workplace to your store manager, for example?

20 A. Yes.

21 Q. And to a district manager?

22 A. Yes.

23 Q. Are you familiar with partner resources?

24 A. Yes, I am.

25 Q. What is partner resources?

1 And I'd like to direct your attention to
2 Page 12 of the document. If you could just take a
3 minute to read that to yourself, I would appreciate
4 that.

5 A. (Witness complies.)

6 Q. Have you had a chance to review Page 12 of
7 the Partner Guide?

8 A. Yes, I have.

9 Q. Now, when you were employed by Starbucks,
10 you were responsible for recording all of your hours
11 worked, correct?

12 A. That is correct.

13 Q. And how did you do that?

14 A. The POS system housed the software to take
15 care of punch-ins and punch-outs.

16 Q. Did you understand that you were required
17 for recording your hours worked so that you could
18 paid for your time?

19 A. Yes.

20 Q. And did you always record your hours
21 worked accurately?

22 A. To the best of ability.

23 Q. And were you paid for all the time that
24 you recorded in the POS system?

25 A. Could you clarify that question, please?

1 Q. Yes. Were you, in fact, paid for the time
2 you recorded?

3 A. For the things that went through the POS
4 system, yes.

5 Q. And as a Starbucks employee, you were also
6 responsible for reviewing your paycheck to ensure
7 that you were being paid the time you worked,
8 correct?

9 A. That's correct.

10 Q. Was it your practice to do so?

11 A. Infrequently, yes.

12 Q. Are you familiar with something called the
13 Punch Communication Log?

14 A. Yes.

15 Q. What is your understanding what that
16 document is?

17 A. The -- the document was something in a
18 book that gave about three or four lines, that
19 allowed for any employee during a given day that
20 might have missed a punch-in or a punch-out to
21 physically write it in.

22 Q. So the Punch Communication Log was
23 available to the employees if an error was made in
24 punching in or punching out, correct?

25 A. That's correct.

1 Q. And it was also available to the employees
2 if for whatever reason they worked time while not
3 clocked in, correct?

4 MS. SCHWARTZKOPF: Objection. Lack of
5 foundation.

6 You can answer.

7 THE WITNESS: The punch log was there, but it
8 was definitely known in the culture to only be for
9 missed punches on the terminal. The other time the
10 punch log would be used is if you would got to like
11 a training event and you couldn't punch in in your
12 home store.

13 Then they -- the corporation would handle
14 it one or two ways. They would either say, "Go back
15 and put it in the punch log," or case like -- if
16 it's Marianna Vitali, she had the authority to
17 just -- everybody that went to the training, she
18 would take care of it at her DM level.

19 BY MR. KNOPP:

20 Q. Did you use the Punch Communication Log?

21 A. Yes.

22 Q. When you used the Punch Communication Log,
23 were you paid for any time that you recorded on the
24 log?

25 A. Yes.

1 Video Number 2, Volume I, in the deposition of
2 Douglas Troester. The time is 1:12 p.m.

3 BY MR. KNOPP:

4 Q. Mr. Troester, did anybody ever -- at
5 Starbucks ever do anything to discourage you from
6 using the Punch Communication Log?

7 A. Yes. The company monitored the use of the
8 Punch Commation -- Communication Log and erroneous
9 punches. And it was discouraged -- excuse me, let
10 me correct that.

11 Any manager or supervisor that did not
12 have proper use of the Punch Communication Log, it
13 was a violation of their standards and procedures.
14 So they could be terminated or whatever depending on
15 the circumstances.

16 Q. I -- I'm sorry. What do you mean by "did
17 not have proper use of it"?

18 A. Well, as you see, it was -- at the top
19 here it says, "This is only supposed to be used for
20 missed punches." So if anything was not considered
21 a miss punch or there was too many miss punches,
22 then that would -- that would be an issue with the
23 company on how that procedure was handled.

24 Q. Did anybody ever discipline you in any way
25 for using the Punch Communication Log?

1 A. I don't recall a specific written
2 discipline but there was always encouragement at --
3 at any point to only use this when you missed the
4 punches.

5 Q. Did anybody discipline you verbally in any
6 way for using the Punch Communication Log?

7 A. Not in a specific context, but within
8 store meetings, yes. Not me personally, but it
9 would come up as an issue.

10 Q. What would come up?

11 A. That to make sure you use the
12 communication log for missed punches. This was
13 something that could be caught up after the fact,
14 basically.

15 Q. What do you mean by that?

16 A. Well, if somebody knows that a missed
17 punch was missed, you know, literally -- well, I've
18 got you running for 24 hours, but you weren't here.
19 But you didn't fill out the log, what do you do?

20 Q. What --

21 A. And I -- I imagine somewhere in those many
22 years of my service, I missed that once or twice.
23 So that would be the extent of it.

24 Now, if you made a routine habit of it,
25 you could be subject to -- just like it said in that

1 Q. Discouraged from working overtime?

2 A. Yes.

3 Q. You familiar with the term "off-the-clock
4 work"?

5 A. Yes, I am.

6 Q. That's worked performed while you were not
7 clocked into the timekeeping system, right?

8 A. Yes I'm aware of that.

9 Q. And when you were employed by Starbucks in
10 California, did the company have a policy regarding
11 off-the-clock work?

12 A. They do have a policy.

13 Q. What is your understanding of the policy?

14 A. As it says in the Partner Guide, there
15 should no be -- not be any off-the-clock work.

16 Q. Are you familiar with the phrase "time
17 worked equals time paid"?

18 A. Yes, that's also in the Partner Guide.

19 Q. And you're familiar with that statement
20 when you worked for Starbucks in California?

21 A. Yes, I'm aware of the statement.

22 Q. What is your understanding of what that
23 means?

24 A. The -- the statement basically says that
25 anything that you're doing for the company should be

1 paid for. And you need to follow the procedures and
2 routines to ensure that you're paid for that time.

3 Q. You understood that the company's policy
4 was that partners should be paid for all the time
5 that they worked?

6 A. To the point that the policy existed, but
7 there was conflicting policies.

8 Q. Did you understand that Starbucks' policy
9 was that partners should be paid for all time
10 worked?

11 A. I understood that, yes.

12 Q. Did you also understand that the company
13 strictly prohibited off-the-clock work?

14 A. No, I did not.

15 Q. I'd like to refer you back to Defendants'
16 Exhibit 9, the Partner Guide, and Page 12 of it.

17 A. (Witness complies.) Okay, I'm there.

18 Q. Do you see in the beginning of the page
19 there's a section entitled "recording time worked"?

20 A. Yes, I do see that.

21 Q. The second sentence states, "It is against
22 Starbucks' policy for any nonexempt partner work off
23 the clock or without having punched in or otherwise
24 recording the time as timed worked."

25 Did you understand that that was the

1 company's policy?

2 A. That is one of the policies, but there's
3 another policy in direct violation with that policy.

4 Q. What's that other policy?

5 A. That policy has to do with closing-shift
6 procedures.

7 Q. Okay. And I'm going to ask you all about
8 that.

9 Did you understand that Starbucks required
10 its partners to report any work performed off the
11 clock?

12 A. I did not have a complete understanding of
13 what they would mean by "report."

14 Q. Okay. I'm going to refer you back to that
15 same page. I wasn't quite done with it yet.

16 A. Oh, okay.

17 Q. Yeah, page 12 of the Partner Guide. On
18 the right-hand side of the page near the middle of
19 the page, there's a title "off-the-clock work. It's
20 strictly prohibited."

21 You see that?

22 A. Yes, I do see that.

23 Q. You understood that that was the company's
24 policy regarding off-the-clock work?

25 A. I understand that as policy, but again,

1 there's policies in conflict.

2 Q. Okay. The first sentence of that section
3 states, "If a shift supervisor or manager instructs,
4 encourages or permits a partner to work any amount
5 of time off the clock, the partner must immediately
6 report the violation to the store manager or
7 district manager as appropriate."

8 Do you see that?

9 A. Yes, I do see that.

10 Q. And when you were employed by Starbucks,
11 did you understand that that's what the company
12 required of its partners?

13 A. I understood that at the time I took this
14 course, but it would be very impractical for that to
15 happen.

16 Q. What do you mean by that?

17 A. Well, when you consider that there are a
18 minimum by company standards and policies and
19 procedures of two closing --

20 THE REPORTER: I'm sorry, when you consider
21 there are minimum?

22 THE WITNESS: That there is a minimum of two
23 employees closing a store at any time --

24 THE REPORTER: Okay. Thank you.

25 THE WITNESS: -- any day -- and sorry, I lost

1 A. That's correct.

2 Q. Did you take any steps to obtain payment
3 for that time?

4 A. I believe a missed punch log would have
5 been entered, but I couldn't give you have an exact
6 date and time to verify it.

7 Q. Do you recall if Starbucks, in fact, paid
8 you for those 30 minutes?

9 A. Again, I couldn't recall.

10 Q. You don't remember one way or the other?

11 A. No.

12 Q. You can put that document aside. Thanks.
13 When you worked closing shifts -- let me
14 back up.

15 I'm going to ask you a number of questions
16 now about your experience on closing shifts. I'm
17 only concerned with your employment in California.
18 Okay?

19 A. Okay.

20 Q. So my questions are really focused only on
21 your employment from February 2008 through
22 January 2011. You understand that?

23 A. I understand that.

24 Q. Okay. When you worked on a closing shift,
25 how many employees in total were typically staffed

1 on that shift?

2 A. The minimum of two. Occasionally three.

3 Q. And would those -- so that's two to three
4 employees including yourself?

5 A. Yes.

6 Q. In other words, you and one to two others?

7 A. That is correct.

8 Q. And when there were three people working
9 on a closing shift, did all three typically stay the
10 entire shift until the end?

11 MS. SCHWARTZKOPF: Objection. Vague and
12 ambiguous as to "stay until the end."

13 BY MR. KNOPP:

14 Q. Yeah. I believe it was your testimony
15 earlier that two employees were required to be
16 present?

17 A. That is correct.

18 Q. So when you -- when you were the last one
19 to leave the store, there was at least one other
20 person with you, right?

21 A. That's correct.

22 Q. Okay. Was there usually only one other
23 person with you or was there sometimes two other
24 people with you?

25 A. Sometimes two.

1 A. The -- this procedure is different from
2 the procedure that we had while I was employed
3 there.

4 Q. Okay. Was there some process when you
5 were employed by Starbucks, for sending information
6 maintained in the store computers to computers at
7 Starbucks' headquarters?

8 A. Yes, there was.

9 Q. And this page in front of you appears to
10 be describing a process like that?

11 A. That is correct.

12 Q. Okay. Why don't you explain the process
13 in effect when you were employed by Starbucks in
14 California.

15 A. Okay. To the .1 on here, that is
16 accurate. Point Number 2 is accurate. And Point
17 Number 3 is accurate.

18 From there, you started to get some
19 variance. And I can't be real specific on how it
20 varied, but it was with the introduction of a new --
21 the Symphony software that they said, "The way
22 Symphony works, you now have to clock out first
23 before you did the store-closing procedures."

24 Because the store has to be fully -- or
25 all partners need to be clocked out before Symphony

1 will process correctly.

2 Q. When you were working for Starbucks in
3 California on a closing shift, one partner was
4 responsible for initiating a process whereby data in
5 the store's computers were sent to computers at the
6 company's headquarters, right?

7 A. That's correct.

8 Q. And that process involved running a
9 program on the manager workstation?

10 A. That's correct.

11 Q. And as shift supervisor, were you the
12 partner who was responsible for that task?

13 A. The closing shift supervisor, yes.

14 Q. And that process involved using the
15 computer's mouse?

16 A. I can't recall.

17 Q. Well, one way or another, it involved
18 selecting store close on the main menu of the
19 workstation, right?

20 A. That's correct.

21 Q. Either using its keyboard or the mouse?

22 A. Yeah. That -- to be fair, it's basically
23 the mouse. And their system was totally messed up.
24 So likely I used the mouse, yes.

25 Q. And then you would have to enter a

1 to do the batch reporting would have been done --
2 done before that.

3 Q. Now, the store-close procedure is
4 something that -- it's a procedure that the computer
5 runs, right?

6 A. No. If you talk to any Starbucks employee
7 when they talk about store-closing procedures, it
8 would be the whole litany that you saw in that one
9 color-graphic book.

10 Q. Okay. I'm just trying to understand the
11 part pertaining to the manager workstation.

12 A. Right.

13 Q. The computer undergoes a process where it
14 sends data to headquarters, right?

15 A. That's correct.

16 Q. And when you were employed by Starbucks,
17 that process needed to be initiated by an employee,
18 right?

19 A. That's correct.

20 Q. The computer wouldn't do it automatically?

21 A. No, it would not.

22 Q. Okay. So just focusing on your role in
23 initiating that process, which I think you've now
24 described, right?

25 A. Uh-huh.

1 off-the-clock work you performed on closing shifts
2 continued right up until your termination?

3 A. That is correct.

4 Q. Okay. Are you aware that at some point in
5 time, Starbucks implemented a new computer operating
6 system called Symphony?

7 A. I've testified to that, yes.

8 Q. Okay. And am I right that the Hollywood
9 Way store began using Symphony in November 2010?

10 A. I don't believe so.

11 Q. Are you aware that under Symphony, the
12 store-close process on the manager workstation was
13 eliminated?

14 A. No.

15 Q. Are you aware that once Symphony was
16 implemented, the store computer would automatically
17 send the data to Starbucks' headquarters without any
18 prompting by an employee?

19 A. I would say I infer that from these
20 proceedings.

21 Q. I'm not trying to trick you.

22 A. Okay.

23 Q. I just want to know what you know.

24 A. I don't know anything about the current
25 operations of Symphony.

1 Q. Okay. Are you aware that once your store
2 began using the Symphony operating system, the
3 computers would automatically run this process and
4 it would not be initiated by an employee?

5 THE WITNESS: Could you read that back to me
6 again, please?

7 (The requested testimony was read back)

8 THE WITNESS: No. I'll also state that didn't
9 happen when it was in there.

10 BY MR. KNOPP:

11 Q. When you say "that didn't happen when it
12 was in there," you're referring to Symphony?

13 A. Yes, I am.

14 Q. So it's your testimony that the process
15 whereby data was sent from the store to headquarters
16 was pretty much the same after Symphony was
17 implemented?

18 A. Yes. Throughout all the stores, it was
19 the same, yes.

20 Q. I'm just asking about your store.

21 A. Yes.

22 Q. You can put that aside for a moment.

23 A. (Witness complies.)

24 Q. I believe you testified earlier that once
25 the alarm was activated, the partners had to leave

1 Do you see that?

2 A. Yes, I do.

3 Q. And beneath that, there's a subsection
4 entitled "user tips."

5 Do you see that?

6 A. Yes, I do.

7 Q. You see the second bulletpoint?

8 A. Yes, I do.

9 Q. It states, "The standard setup is a
10 45-second delay upon entry to disarm and 45-second
11 delay to exit the store after arming."

12 Does that refresh your recollection as to
13 how long you had to exit the store after arming the
14 alarm?

15 A. No, it does not.

16 Q. You think it was different?

17 A. Not necessarily, but that says it's a
18 standard. My recollection is it was longer.

19 Q. Do you contend that you performed any work
20 for which you should be paid after setting the
21 alarm?

22 A. Yes, I do.

23 Q. What work?

24 A. As outlined in these opening and closing
25 responsibilities that you provided, you will see arm

1 the alarm system and then you have three
2 bulletpoints after that.

3 So to -- to go to answer that, you know,
4 this is -- the standard procedures during my
5 employment vary from what this document is -- is
6 saying.

7 Q. What is the work you say you performed
8 after arming the alarm?

9 A. Leaving the store with all partners.
10 Ensure that all doors are locked when leaving. Walk
11 the partners to their vehicle. And those are not
12 just within the standard. That's a broad definition
13 of those. To give you an example --

14 Q. I want to know all of it.

15 A. Okay. To give you an example, walking in
16 the partners to their vehicle, that was a safety and
17 security issue. That meant if somebody was waiting
18 for a ride from their parents, then you had to
19 actually wait with that second partner or usually a
20 third partner at that point, because it's not likely
21 that three partners would have to wait for their
22 parents or something. Especially with me, I had my
23 own vehicle.

24 But that would have been an example that I
25 had several times where I actually had to wait with

1 Q. Okay. I want to ask you questions about
2 everything you identified. You said leaving the
3 store, you regard that as work for which you should
4 be paid?

5 A. I regard that and Starbucks regards it, by
6 way of the definition in the document here.

7 Q. Okay. How long did it take you to leave
8 the store after arming the alarm?

9 A. Would you like to clarify that some more?

10 Q. How long did it take you to leave the
11 store after arming the alarm?

12 A. If you're asking the question of where I
13 am -- basically left from Starbucks' premises.

14 Q. How long did it take you to exit the store
15 after arming the alarm?

16 A. Okay. I believe you're asking that if --
17 if it was literally how long would it take to exit
18 after I got the code signal that the alarm is set?

19 Q. Right.

20 A. Probably 30 seconds to walk to the door.

21 Q. And you claim you should be paid for that?

22 A. Yes. Again, as it's outlined in the
23 procedure manual.

24 Q. Does this procedural manual say you should
25 be paid for walking to the door?

1 A. Yes, because that has ensured all doors
2 are locked and leave the store with the partners.
3 So it covers both of those areas.

4 Q. Okay. I'm going to get to that. Right
5 now --

6 A. Okay.

7 Q. -- I'm just asking about leaving to the
8 store with all partners.

9 A. Okay.

10 Q. And the other partners on the shift were
11 already waiting by the door, correct?

12 A. Yes.

13 Q. And usually it's just one other person,
14 right?

15 A. Yes.

16 Q. "Ensure that all doors are locked when
17 leaving." You had to do that before the alarm was
18 activated, right?

19 A. In addition to, yes.

20 Q. Okay. And then after the alarm was
21 activated, you had a minute to get out of the store,
22 right?

23 A. At least.

24 Q. And what would you do in terms of ensuring
25 that the doors are locked after the alarm is

1 activated?

2 A. From the point where the partner and I
3 were now standing outside the door, I would use the
4 key to secure the door, normal function. Then I
5 would -- would rattle and shake the door a couple of
6 times just to make sure everything latched.

7 Q. And how long did it take you to lock the
8 door and then rattle it?

9 A. That could range from 15 minutes -- excuse
10 me -- 15 seconds, which would be, you know, no
11 problems, no concerns, I would say, to the point
12 where I mentioned before in the testimony, there was
13 a sticky door, that could be 30 seconds to couple
14 minutes.

15 Q. A couple minutes to make sure that the
16 door was locked?

17 A. Yes. Because the door had some serious
18 problems until they actually got it fixed and -- I'm
19 done answering that question.

20 Q. The other partner present with you was
21 free to leave at that point, right?

22 A. Absolutely not.

23 Q. The other partner present with you had to
24 stay until when?

25 A. Until we were all walking out to the

1 vehicles together or to whatever final destination
2 point, if they didn't have a vehicle, like their
3 parent's car or something of that nature.

4 Q. The front door of your store opened to a
5 parking lot?

6 A. Yes.

7 Q. People who worked at Starbucks parked at
8 the parking lot?

9 A. Yes.

10 Q. And was it your practice to actually walk
11 partners to their vehicles?

12 A. Absolutely.

13 Q. How long did it take you to walk somebody
14 to their vehicle?

15 A. The parking lot is a normal, large, busy
16 airport-style parking lot with -- well, roughly
17 seven or eight food service vendors in that area and
18 enough parking for everybody. So it was a large
19 parking lot.

20 And we were required to park on the
21 outskirts and not have customer -- due to customer
22 convenience, not close to the store. So it would be
23 about 35 to 45 seconds.

24 Q. When you were not the closing shift
25 supervisor, did somebody walk you to your car?

1 Q. Did you work with any colleagues who rode
2 their bikes to work?

3 A. Yes.

4 Q. Where would you part ways with them?

5 A. I can't recall a closing person ever
6 riding their bike, but there was definitely some mid
7 shift people that did.

8 Q. You mentioned that sometimes after setting
9 the alarm and locking the door, you discovered that
10 the patio furniture was still outside?

11 A. That's correct.

12 Q. How frequent did that happen?

13 A. If I had to quantify, maybe once every
14 couple of months for that specific one.

15 Q. In that circumstance, would you unlock the
16 door, right?

17 A. That's correct.

18 Q. Then would you deactivate the alarm,
19 correct?

20 A. That is correct.

21 Q. Then you'd bring the patio furniture
22 inside, right?

23 A. Yes.

24 Q. Did you record the time it took you to do
25 that on the Punch Communication Log?

1 A. No.

2 Q. Why not?

3 A. Because basically a function of that we
4 did not miss the punch already, we're just doing the
5 final let's-go-home procedures.

6 Q. Is that any different in your mind than
7 the occasions when you arrived at the store and
8 helped a customer before clocking in?

9 A. Yes, it is.

10 Q. How so?

11 A. Because the situation with the customers
12 would be -- say I was supposed to report at 11:00.
13 While I would walk into the store approximately
14 1:00, I was known for not being late. Always on
15 time. And then at some point, the conversation
16 would take me past the point where I would
17 conveniently go and punch in.

18 So say I was talking to somebody about
19 buying some coffee for 15 minutes, well, I've missed
20 my chance to do a punch, so since I missed a punch,
21 then I would use the missed-punch log to take care
22 of that.

23 Whereas, the difference is -- the other
24 way is, you know, the punch is already recorded in
25 the computer, so I didn't have a missed punch.

1 A. That's correct.

2 Q. I'd like to refer you back to Defendants'
3 Exhibit 17.

4 A. Okay. You're holding 16.

5 Q. I know.

6 A. Okay.

7 Q. And Page 4.34.

8 A. Okay.

9 Q. Do you see .7?

10 A. Yes.

11 Q. It states in part, "Partners can punch out
12 using the POS registers, but the MWS cannot be
13 used."

14 Did you understand that even after the
15 computer process was initiated, partners could still
16 punch out using the POS registers?

17 A. No, I did not understand that.

18 Q. Did anybody ever tell you that that was
19 not the case?

20 A. Yes.

21 Q. Who told you that?

22 A. It would more than likely be originally in
23 the training, Marianna Vitali and then the store
24 managers also would go over that again, after the
25 training --

1 Q. Okay.

2 A. -- on-the-job coaching.

3 Q. It's your testimony that you talked to
4 Ms. Vitali about when to clock out in relation to
5 initiating the computer function?

6 A. No, I did not talk to her. It was trained
7 that this is how the new computer works.

8 Q. The new computer system?

9 A. Yes.

10 Q. Okay. Was there an old computer system
11 where you could clock out after initiating the
12 computer function?

13 A. I don't remember the exact sequence of the
14 old computer system.

15 Q. So it's possible under the old computer
16 system that you could clock out after initiating the
17 computer function?

18 A. It's possible.

19 Q. And when was that old system replaced?

20 A. It was -- as I said, I -- I -- pretty sure
21 was earlier than November of 2010.

22 Q. Well, what's your best recollection?

23 A. Early summer.

24 Q. Of 2010?

25 A. Yes.

1 Q. So prior to the summer of 2010, it's
2 possible that you clocked out immediately before
3 setting the alarm?

4 A. Yeah. The term "immediately" is a little
5 bit vague, but yes, very close to it is what I'd
6 use.

7 MS. SCHWARTZKOPF: Counsel, can we take a very
8 short break, like one minute?

9 MR. KNOPP: Sure.

10 THE VIDEOGRAPHER: This -- this marks the end
11 of Videotape Number 2, Volume I, in the deposition
12 of Douglas Troester. Going off the record. Time is
13 3:20 p.m.

14 (A break was taken)

15 THE VIDEOGRAPHER: This marks the beginning of
16 Videotape Number 3, Volume I, in the deposition of
17 Douglas Troester. Going on the record. Time is
18 3:24 p.m.

19 THE WITNESS: I'd like to make a clarification
20 at this point. The -- my memory -- the best of my
21 memory, it was September -- excuse me -- summertime
22 of 2009, a much longer period for all these changes
23 and how the procedures were handled.

24 I'm not familiar with why there would be a
25 discrepancy. But to the best of my recollection, it

1 was a much longer period that we had to clock out
2 first and then do the action on the terminal.

3 BY MR. KNOPP:

4 Q. Okay. Let me -- let me clarify now. So
5 prior to summer of 2009, the computer system was
6 somehow different?

7 A. There was constantly updates throughout
8 the time frame of my employment at Starbucks.

9 Q. Okay. Prior to the summer of 2009 as far
10 as you remember, you could clock out after
11 initiating the computer function?

12 A. And again, I'm vague on what the procedure
13 was before that.

14 Q. Okay.

15 A. I just remember a change around 2009 --
16 summer of 2009 and -- in the way we handled the
17 computer system.

18 Q. So your testimony is that starting around
19 the summer of 2009, you began clocking out before
20 initiating the store-close computer process?

21 A. At the manager's workstation, that's
22 correct.

23 Q. Now, do you have any understanding as to
24 whether the system required that you clock out
25 first?

1 A. Whatever instigated the change, it was
2 handed through the management chain in forms of
3 training and verbal words that, "Yes, there's a
4 change happening and you need to be sure that you're
5 clocked out first."

6 Q. So this is what the managers informed you?

7 A. Yes.

8 Q. But do you know whether -- whether the
9 system required that you do it that way?

10 A. I would have to take them at their word
11 and say that it was required. It sure seemed that
12 way from me understanding computers. I didn't try
13 to investigate my own method of store closing. That
14 would be inappropriate.

15 Q. And did you know it worked this way as you
16 described it, in other stores besides Hollywood Way?

17 A. Yes.

18 Q. That's because you worked closing shifts
19 at other stores?

20 A. Yes.

21 Q. And you specifically recall this?

22 A. Yes.

23 Q. And it's your recollection that the
24 process whereby you clocked out before initiating
25 the computer function continued through the end of

1 your employment?

2 A. Yes.

3 Q. And from the moment you began this process
4 of initiating the computer program to the moment
5 where you activated the alarm, took how long?

6 A. That would be a variable. Ideally as
7 quickly as possible. But say two or three minutes.

8 Q. And that's in the post summer of 2009
9 period, right?

10 A. Yes.

11 Q. When you clocked out on closing shifts,
12 did you do that at the computer terminal in the back
13 of the house or at one of the POS terminals?

14 A. During my time of employment by Starbucks,
15 it was always on the POS terminals.

16 Q. Near the front of the house?

17 A. Yes.

18 Q. And was that true for the other partners
19 you worked for as well?

20 A. Yes.

21 Q. And is it your understanding that the
22 other partners in the post summer 2009 period, also
23 clocked out before you began the process of
24 initiating the computer program?

25 A. And before the end of my employment?

1 And she not back with Michelle Westby and said,
2 "Doug was not appropriately dressed for this." But
3 it was totally in compliance with the procedures.

4 Those are a couple definite circumstances
5 and I could provide more, if need be.

6 Q. In the complaint you allege that the wage
7 statements you received were inaccurate because they
8 didn't reflect pay for these off-the-clock hours,
9 right?

10 MS. SCHWARTZKOPF: Objection. Calls for a
11 legal conclusion.

12 You can answer to the extent it's outside
13 of our communications.

14 BY MR. KNOPP:

15 Q. Are you aware that you're making that
16 claim in this lawsuit?

17 A. Yes.

18 Q. Did I accurately describe the reason you
19 think the pay statements were inaccurate?

20 A. No, not --

21 Q. What -- what other reason you think the
22 pay statements were inaccurate?

23 MS. SCHWARTZKOPF: Objection. May call for a
24 legal conclusion.

25 You can answer to the extent that you know

1 and not based on our conversations.

2 THE WITNESS: If you take the entirety of the
3 testimony I made today, that would be my beliefs and
4 understanding.

5 BY MR. KNOPP:

6 Q. My understanding of your claim is that the
7 pay statements are inaccurate because they didn't
8 reflect the pay you earned, but never received?

9 A. I think that's a fair statement.

10 Q. I got it right?

11 A. Yes.

12 Q. Okay. Do you contend that you've been
13 injured in any way as a result of inaccuracies in
14 the pay statements?

15 MS. SCHWARTZKOPF: Same objections. It calls
16 for a legal conclusion. He's not an attorney and
17 he's not required to know the law.

18 But can you answer.

19 BY MR. KNOPP:

20 Q. You can answer.

21 A. I don't have some pay that I was entitled
22 to so, yes.

23 Q. You feel like you've been harmed in any
24 other way, besides what you just described?

25 MS. SCHWARTZKOPF: Same objections.

1 THE WITNESS: Not that I can think of at the
2 moment.

3 MR. KNOPP: I don't think I have anymore
4 questions, but I just want to take a few minutes to
5 confirm. So why don't we go off the record for a
6 few minutes.

7 THE VIDEOGRAPHER: Going off -- going off the
8 record. Time is 3:55 p.m.

9 (A break was taken)

10 THE VIDEOGRAPHER: Going on the record. The
11 time is 4:06 p.m.

12 MR. KNOPP: I have no further questions. Thank
13 you.

14 MS. SCHWARTZKOPF: Thank you.

15 THE REPORTER: Do you need a copy?

16 MS. SCHWARTZKOPF: Yes, please.

17 THE REPORTER: Okay.

18 THE VIDEOGRAPHER: This is the end of Videotape
19 Number 3, Volume I, in the deposition of Douglas
20 Troester. Going off the record. Time on the
21 monitor is 4:07 p.m.

22

23 (The deposition proceedings concluded at 4:07 p.m.)

24

25